

**APPENDIX F**  
**PATENT ASSIGNMENT**  
**UNITED STATES PATENT ASSIGNMENT**

This Assignment is made as of the \_\_\_\_ day of \_\_\_\_\_, 2002 by CONEXANT SYSTEMS, INC, a Delaware corporation having a principal place of business at 4311 Jamboree Road, Newport Beach, California 92660 (hereinafter referred to as the "ASSIGNOR"), to PICTOS TECHNOLOGIES, INC., a Delaware corporation having a principal place of business at \_\_\_\_\_ (hereinafter referred to as the "ASSIGNEE").

WHEREAS, the ASSIGNOR is the owner of those U.S. patents and patent applications listed on Schedule A attached hereto (hereinafter collectively referred to as the "PATENTS"); and

WHEREAS, the ASSIGNEE is desirous of acquiring the entire right, title, and interest of ASSIGNOR in and to said PATENTS.

NOW, THEREFORE, for good and valuable consideration paid by the ASSIGNEE pursuant to that certain Formation Agreement between ASSIGNOR and ASSIGNEE and third parties dated May 3, 2002, receipt of which is hereby acknowledged, the ASSIGNOR does hereby agree as follows:

1. Assignment. ASSIGNOR hereby sells, assigns, transfers, and sets over to the ASSIGNEE and its successors and assigns all of ASSIGNOR's worldwide right, title, and interest in and to the PATENTS, including, without limitation, all (i) reissues, divisions, renewals, extensions, provisionals, continuations, and continuations-in-part of the PATENTS, (ii) causes of action and enforcement rights for the PATENTS, including all rights to pursue damages, injunctive relief, and other remedies for infringement of the PATENTS, and (iii) rights to apply in any or all countries of the world for patents, certificates of invention, or other governmental grants for the PATENTS, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding. Notwithstanding the foregoing, ASSIGNOR expressly reserves and retains any rights ASSIGNOR may have to assert claims and recover damages for infringement of any of the PATENTS that occurred prior to July 1, 2002.

2. Authorization. ASSIGNOR also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the PATENTS in the name of ASSIGNEE, as the ASSIGNEE to the entire interest therein.

3. Miscellaneous. The terms and conditions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF, the ASSIGNOR has caused this Assignment to be executed by a duly authorized officer.

CONEXANT SYSTEMS, INC.

By: Scott Blouin

Date: July 1, 2002

ACKNOWLEDGEMENT

STATE OF California

COUNTY OF Orange ) SS

Be it remembered on this 1 day of July, 2002, before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared Scott Blouin, to me known, who being by me duly sworn according to law, on his/her oath does depose and make proof of my satisfaction that he/she was at the time of the execution thereof the CAO of Conexant Systems, Inc., the assignor in the foregoing instrument; and that he/she signed, sealed and delivered the instrument as the voluntary act and deed of said corporation, by virtue of his/her authority.



Tobi Marshall  
Notary Public

SCHEDULE A  
PATENTS

<b>Docket No.</b>	<b>Patent No. / Serial No.</b>	<b>Filing/Issue Date</b>
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